

## **Terms of Service**

**CoiniGo**, powered by **MetaWorld Capital sp. z.o.o**

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## **1. General**

1.1 Welcome to CoiniGo, powered by MetaWorld Capital sp. z.o.o ("Company", "we", "our", or "us"). These Terms of Service ("Terms") govern your use of our services ("Services") through our website (the "Website") and platform (the "Platform"). By accessing or using our Services, you agree to be bound by these Terms.

1.2 If you do not agree with these Terms, you may not access or use the Website, or any Services provided on the Website. All information and Services provided on the Website are provided on a strictly "as-is" basis without any warranty whatsoever.

1.3 Please leave the Website and do not create an Account if you do not agree with the terms and conditions laid down below. Otherwise, you take all risks and responsibility for holding and dealing in Virtual Assets, though we have warned you.

## **2. Terms of Use Status and Acceptance**

2.1 These Terms constitute a legally binding agreement between you and the Company.

2.2 These Terms apply to any and all Services, information, texts, and other products, offered on the Website by the Company.

2.3 By accessing the Website, opening an Account on the Website, or ticking the "I agree to the Terms of Use and Privacy Policy" checkbox, you agree to be bound by these Terms and confirm that you have read, understood, and accepted all the provisions of these Terms, as well as provisions of our Privacy Policy, AML Policy, and other legally binding document publicly available on the Website.

2.4 You cannot use the Website and create the Account if you have not read, understood, or accepted all the provisions of these Terms.

2.5 The Company may change, remove, or add to the context of the Terms and reserves the right to do so in its sole discretion. All new and/or revised provisions of the Terms take effect immediately and apply to your use of the Website, the Account and the Services from that date on. Please check these Terms regularly to be aware of all current provisions of these Terms.

2.6 The Company may notify you of significant changes in these Terms. This can be done by posting a notification on the Website or sending you an e-mail (if appropriate).

2.7 You can review the most current version of the Terms using the Terms of Use link. If you continue to use the Website after the Company makes changes to the Terms, you expressly confirm your acceptance of the new and/or revised Terms.

2.8 These Terms, including our Privacy Policy and the AML Policy, any and all notices, notifications, policies, warnings and disclaimers constitute the entire agreement between you and the Company.

### **3. Services**

3.1 The Company provides the following services on the Website (collectively – “Services “, and separately – the “Service “):

- Simplify cryptocurrency transactions (deposits and withdrawals) for businesses that offer e-wallets or credit accounts to their users
- Payment gateway integration

3.2 We may expand, modify, or discontinue Services at any time with or without notice.

### **4. Eligibility**

4.1 You must be at least 18 years old or the legal age of majority in your jurisdiction and have the legal capacity to enter into a binding contract.

4.2 To access the Services, you must open an Account on the Website by undergoing a registration procedure on the Website.

4.3 The Services and the use of the Website are available to legal entities, that:

- have the capacity to enter into a legally binding contract and use the Website, and are not prohibited to do so and use the Services by the Applicable Law or any other laws that may apply;
- are residing or incorporated in countries and territories we support.

4.4 You can only have one Account on the Website.

4.5 You cannot create an Account on the Website if your Account has previously been suspended by the Company.

### **5. Personal Account**

5.1 When opening an Account on the Website, you warrant that any and all information submitted by you is accurate, valid, up-to-date, and complete.

5.2 You shall not use your Account for illegal purposes and activities, which may include but is not limited to money laundering, terrorism financing, human, drug, weapon, and sex trafficking, or tax evasion.

5.3 You must not create an Account on behalf of another individual or entity unless you are legally authorized to do so.

5.4 You are solely responsible for keeping your Account secure. Do not share your login, password, or any other access details with others.

5.5 You must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of your Account. Please contact us at [security@coinigo.com](mailto:security@coinigo.com) immediately.

5.6 The Company reserves the right to suspend your Account without providing notice or reason in case of any violation of these Terms.

## **6. Registration Requirements**

6.1 In order to receive access to the Services provided on the Website, you will have to provide certain information and documents and undergo a verification procedure. For more information, please read the AML/KYC Policy.

6.2 The Company may at any time request you to provide additional documents and information and/or updated documents and/or information and documents submitted before and reserves the right to do so at its sole discretion. Failure to abide by these requirements may result in temporary or permanent cessation of Services provision and/or Account suspension.

6.3 You are solely responsible for the accuracy, validity, and correctness of all information and documentation you submit to the Company. Should there be any error, mistake, update, or change in information or documents you have submitted prior, you are obliged to notify the Company immediately.

6.4 Information and documents submitted by you to the Company are processed according to the provisions of our Privacy Policy.

## **7. User Conduct**

7.1 While visiting, accessing, using the Website and Services, you agree to:

- not violate or assist any third party in violating these Terms and/or any Applicable Law, which may include but is not limited to international laws, national laws, statutes, regulations, etc.;
- not provide false, inaccurate, incomplete and misleading information to the Company;
- not violate intellectual property rights (trademark, copyright, patent, and other intellectual property rights) of the Company;
- not use the Website in any way that can damage, disable or overburden the Website, which may include but is not limited to uploading or in any other way, while using the Website, sending viruses, spyware, adware or any other malicious code; performing DDoS attacks,

interfering with or disrupting any network, equipment, or server connected to or used to provide services on the Website;

- not attempt to gain unauthorized access to the Website, other Users' Accounts, computer systems or networks connected to the Website or to extract data from the Website;
- not share your Account and/or password with third parties or use any other person's Account and/or password;
- not impersonate or misrepresent your affiliation with another User, person or entity, nor make other fraudulent, false, deceptive, or misleading representations;
- not violate any laws that apply in your jurisdiction concerning the use of Virtual Currency;
- not violate these Terms and the Applicable Law in any other way.

## **8. Account Closing & Suspension**

8.1 You can close your Account at any time at your sole discretion.

8.2 Before closing your Account, all your assets have to be withdrawn to external wallets.

8.3 The Company reserves the right to suspend your Account in an event:

- we reasonably believe your Account has been compromised, as well as for any other security reasons;
- we reasonably believe your Account is being used by a person with no right and/or authorization to do so;
- you fail to comply with these Terms, as well as with any other document that construes a part of these Terms;
- you have provided us with any false, incomplete, misleading, inaccurate information;
- you, your Account, your behavior poses regulatory risks to the Company;
- we reasonably suspect you of fraud, violating the Applicable Law;
- other reasons that constitute a violation of these Terms and the Applicable Law.

8.4 The Company may, but is not obliged to, notify you of the reasons for your suspension of account. Assets from your Account will be withdrawn into wallets, information about which you shall provide to the Company's customer support.

8.5 In the event of account closure or suspension, you will still be liable for all applicable Fees.

8.6 The Company is not liable for any losses suffered due to your Account closure or suspension.

## **9. Fees**

9.1 The Platform is operated on an automatically Fee-charging basis for the Services. The applicable Fees for any transaction will be displayed to you before executing a given transaction.

9.2 The Company may change the Fee structure at any time (including adding new fees for new Services) and reserves the right to do so in its sole discretion. The Company will notify you about any changes in Fee structure. This can be done by posting a notification on the Website or sending you an e-mail (if appropriate).

9.3 Fees are paid in a Virtual Currency that corresponds to the respective Service.

9.4 Fees shall be paid at the time of the completion of each transaction.

## **10. Merchant Responsibilities**

10.1 Merchants using the Services agree to:

- Comply with all applicable laws, including anti-money laundering (AML), counter-terrorist financing (CTF), data protection (e.g., GDPR), and consumer protection laws
- Not offer goods/services that are illegal or violate our policies
- Maintain accurate payout and business information
- Handle customer service for end users independently

10.2 We may suspend or terminate services to any merchant offering prohibited goods/services.

## **11. Volatility**

11.1 Due to the volatility of cryptocurrencies:

- We do not guarantee price stability
- Time-sensitive transactions must be confirmed before rate expiration

## **12. Fees and Payouts**

12.1 Service fees are disclosed prior to transaction initiation and may include:

- Payment processing fees
- Currency conversion/spread
- Network fees (e.g., miner/gas fees)

12.2 Payouts to merchants will be made in the chosen currency (crypto or fiat), subject to applicable thresholds, fees, and holding periods for fraud prevention.

### **13. Prohibited Activities**

13.1 You may not use the Services of the Company to:

- Violate any law or regulation
- Engage in fraud, deception, or money laundering
- Distribute malware or conduct cyberattacks
- Facilitate transactions related to prohibited goods (e.g., weapons, narcotics, child exploitation)

13.2 We reserve the right to investigate and report suspicious activity to relevant authorities.

### **14. Data Privacy**

14.1 We collect and use personal data in accordance with our Privacy Policy. You consent to the processing of your data for:

- Account management
- Fraud prevention and regulatory compliance
- Transactional purposes

### **15. Content**

15.1 The Company may produce and display content (the “Content”) on the Website, which includes but is not limited to information, texts, images, video, and audio files.

15.2 The Content does not constitute any form of investment advice, financial advice, trading advice, or any other sort of advice unless specifically mentioned otherwise and should not be construed as such. The Company shall not hold liability for any actions that arise from its Content.

### **16. Intellectual Property**

16.1 All components, Content of the Website, and the Website as a whole belong to the Company and are protected with, but not limited to, copyright, trademarks, trade secrets. All rights reserved.

16.2 You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit Content or technology from the Website without Company’s prior written consent.

16.3 Violation of any of the intellectual property rights of the Company is strictly prohibited.

### **17. Suspension and Termination**

17.1 The Company may suspend or terminate your access to the Services if you:

- Breach these Terms of Service
- Engage in prohibited conduct
- Are subject to legal investigation

17.2 Upon termination, we may withhold funds as required for compliance, pending resolution of any outstanding issues.

### **18. Links to Third-Party Websites**

18.1 The Website may contain links to third-party websites or services that are not owned or controlled by the Company.

18.2 The Company has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

18.3 For more information, please read these companies' public policies.

### **19. Confidentiality and Privacy Policy**

19.1 Personal information that you provide to the Company, including information provided in accordance with our AML Policy and any information about your use of the Website that the Company obtains will be subject to our Privacy Policy.

19.2 The Company may be obliged to disclose your personal information to law enforcement authorities, data protection authorities, financial regulators, financial service providers, governmental authorities and officials, and other authorized persons, as set forth in the Privacy Policy.

### **20. Disclaimers and Limitation of Liability**

20.1 The Services are provided "as is" and "as available" without warranties of any kind. To the maximum extent permitted by law, we disclaim all warranties and shall not be liable for:

- Losses due to crypto price fluctuation
- Unauthorized access to your account
- Downtime or technical errors
- Indirect or consequential damages

20.2 The Company shall not be liable for the use or inability to use the Website and Services.



20.3 The Company shall not be liable for any events that may include but are not limited to civil, criminal, and administrative actions that may arise from you using blockchain and Virtual Currency if such use is forbidden or otherwise limited in your country.

20.4 The Company, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice or any other sort of advice.

20.5 In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond your and the Company's (the "Parties") control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

## **21. Announcements**

21.1 The Company may from time to time post official announcements, news, notices, etc. (the "Announcements") on the Website. In no event shall the Company be liable for any losses arising from you neglecting or ignoring the Announcements.

## **22. Indemnification**

22.1 You agree to indemnify and hold the Company and its affiliates harmless from any claims, damages, or liabilities arising from your use of the Services, violation of these Terms, or violation of any law.

## **23. Governing Law and Dispute Resolution**

23.1 These Terms are governed by the laws of Poland.

23.2 You and the Company shall endeavor to resolve through negotiations all disagreements that may arise between you and the Company during the validity term hereof.

23.3 If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the Applicable Law.

## **24. Final Provisions**

24.1 These Terms shall remain in force until terminated by either you or the Company. The Company may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.

24.2 If any questions have not been regulated by these Terms, they shall be regulated under the Applicable Law.

24.3 These Terms are a legally binding agreement and together with its other integral parts constitute an entire agreement between you and the Company.

24.4 In an event the Website is available in multiple languages, the English version of the Terms shall prevail.

24.5 Should you have any comments, questions, or complaints, please contact us at [info@coinigo.com](mailto:info@coinigo.com).